

# SERVICE AGREEMENT TERMS AND CONDITIONS

**1. Billing & Processing Address:** Guinco Service, 2848 S.E. Loop 820, Fort Worth, Texas 76140. Tel: 817-568-2866 or 1-877-412-2900

**2. Service Hours:** Monday through Friday 8am-5pm excluding holidays. Any work requested outside these hours will not be covered under this agreement. Guinco Service does not provide after hours appliance service or emergency service.

**3. Deductible:** There is a \$35.00 deductible fee for each service call. This fee is for each individual call dispatched and scheduled to be run and will be due at the time of the scheduled service call. This deductible will apply to any repeat failures from the same problem within 90 days. Failure to pay the deductible could lead to cancellation of agreement.

**4. COVERAGE AND TERMS: This is not an insurance policy.** Parts and service will be furnished as necessary to maintain the proper functional operation of the equipment's hardware listed on the front of this agreement. This agreement is between Guinco Service and the Party listed on the front of this agreement and shall not be responsible to third parties. Parts and on-site service already covered under the Manufacturers warranty, any re-work, or re-calls required by manufacturer will be provided under that warranty, and no liability shall be established hereunder if covered by any other warranty.

**5. What is Covered:** All functional repairs and parts, such as electronic or electromechanical devices (timers, motors, pumps, hoses, belts, switches, ice makers, thermostats, rollers, blowers, etc.) Guinco Service will provide the necessary parts and service to restore your appliance to normal working condition provided the repair is not excluded from this agreement.

**6. Parts:** Parts installed under this agreement are to restore the appliance to normal function and come with no other guarantee. We reserve the right to use new, rebuilt, or generic parts at our sole discretion.

**7. Unavailability of functional parts or technical information:** If we determine that we are unable to repair the equipment due to unavailability of functional parts or technical information, you will be eligible for a \$200.00 rebate towards a new appliance. Proof of purchase of replacement appliance is necessary for rebate to be processed.

**8. Rebate Offer:** If appliance is deemed beyond economical repair by Guinco Service., you will become eligible for a \$200.00 rebate. Proof of purchase of replacement appliance is necessary for rebate to be processed. No un-earned premium will be issued in addition to the rebate.

**9. Parts and Labor Guarantee:** All parts installed and labor under this agreement will be covered for the term of this agreement. If this agreement is canceled or expires, all guarantees expire at that time.

**10. Factory Warranty Service:** Guinco Service does perform factory warranty service for certain brands, but not all. Guinco Service must be advised of any extended coverage by a manufacturer or another third party at the time service is requested. Guinco Service does not pay for any extra expenses incurred by factory warranty service.

**11. Parts on Order:** All parts that are ordered will take at least 5-10 working days. Parts may be rushed sooner, but the customer would be responsible for any rush charges. Guinco Service can not be responsible for manufacturer or part supplier's back orders or delays.

**12. Transferability:** You may transfer Your Agreement to the new owner of the covered appliances located at address listed on agreement by sending written notice to: Guinco Service, 2848 S.E. Loop 820, Fort Worth, Texas 76140, 817-568-2866 or 1-877-412-2900.

**13. Requesting Service:** The consumer can request a service call on any appliance without pre-approval. If determined, upon inspection of appliance, that the repair is not covered under this agreement, then the consumer would be responsible for any repairs and also must pay for the minimum service call fee.

**14. Cancellation of Service Agreement:** Customer has the right to cancel this agreement within 10 days of activation date and will receive a full refund, less any claims. Guinco Service reserves the right to cancel this agreement at any time for any reason. In the event this agreement is canceled, you will receive a refund of any un-earned premium less any repair claims.

**15. Limitations/Exclusions of Coverage Your Agreement Will Not Cover:**

- a) Any Equipment moved to any address other than what is listed on agreement.
- b) Service required as a result of any alteration of the equipment or repairs made by persons other than an agent of Guinco Service or the use of supplies other than those recommended by the manufacturer.
- c) Installation or re installation of any equipment.
- d) Damage or other equipment failure due to causes beyond our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuses, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, lightning or power surge, unusual atmospheric conditions, acts of war or acts of God.
- e) Expendable, consumable, or renewable items such as, but not limited to, filters, batteries, light bulbs, etc.
- f) Service necessary because of improper storage, reconfiguration of equipment, use movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements.
- g) Equipment used in industrial or commercial settings. Equipment used in industrial or commercial settings may be defined as: (I) any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used, (II) any installation in a way that prevents normal service, and (III) any and all cases which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- h) Nonfunctional parts, including damage to cabinetry, structural parts, light bulbs, plastic, vinyl, metal, porcelain or enamel parts, all glass parts, drip pans or grates, exterior/interior finishes, knobs, dials, handles, doors, door liners/gaskets, baskets, racks, tubs, cosmetic parts, water supply connections, electrical supply connections, venting, clocks, defects in the equipment due to the manufacturer's errors or improper construction of equipment.
- i) Pre-existing conditions (incurred prior to the effective date of coverage).
- j) Routine maintenance including, but not limited to, cleaning condenser, cleaning & maintaining vent system, lint filters, water filters, etc., unless included in purchase of service agreement.
- k) Service requested outside normal working hours.
- l) Any repair still covered under manufacturer warranty, rework or recall.
- m) Consequential damage to or spoilage of food and beverages as a result of any repairs or replacement under this agreement.
- n) Multiple dwelling uses.
- o) Repairs deemed beyond economical repair by Guinco Service.
- p) Chronic problems.
- q) Damage covered by manufacturer's warranty, manufacturer's recall or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- r) Equipment where the serial plate attached to the appliance is removed, defaced or made illegible.
- s) All icemaker drain pumps, including but not limited to factory installed.

**16. Limitation of Liability:** Guinco Service, their affiliates, their agents, contractors or licensees will not under any circumstances be liable for any incidental or consequential damages, including, but not limited to, property damage, lost time, lost data resulting from the breakdown or failure of any equipment or from delays in servicing or the inability to render service on any covered equipment. Exclusion is made of any implied warranty of fitness for a particular purpose. There are no express or implied warranties made herein.